

JOSHUA M. BRIONES (Bar No. 205293)
joshua.briones@dlapiper.com
DLA PIPER LLP (US)
2000 Avenue of the Stars, Suite 400 North Tower
Los Angeles, California 90067-4704
Tel: 310-595-3000
Fax: 310-595-3300

ERIN J. ILLMAN (Bar No. 236282)
VISHALI SINGAL (Bar No. 267481)
vishali.singal@dlapiper.com
DLA PIPER LLP (US)
555 Mission Street, Suite 2400
San Francisco, CA 94105-2933
Tel: 415.836.2500
Fax: 415.836.2501

ALBERT E. HARTMANN (*pro hac vice* pending)
albert.hartmann@dlapiper.com
DLA PIPER LLP (US)
203 North LaSalle Street, Ste 1900
Chicago, IL 60601-1293
Tel: 312-368-4000
Fax: 312-236-7516

Attorneys for Defendant and Third-Party Plaintiff
REACH MEDIA GROUP, LLC

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

DAVID TRINDADE, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

REACH MEDIA GROUP, LLC, a
Delaware limited liability company,

Defendant.

REACH MEDIA GROUP, LLC, a
Delaware limited liability company,

Third-Party Plaintiff,

v.

RYAN LENAHA, individually, KYLE
DANNA, individually, and EAGLE WEB
ASSETS INC., a corporation,

Third-Party Defendants.

CASE NO 5:12-CV-04759 (PSG)

CLASS ACTION

**STIPULATION TO DISMISS THIRD-
PARTY ACTION AGAINST THIRD-
PARTY DEFENDANT RYAN LENAHA**

Judge: Honorable Paul Singh Grewal
Department: Courtroom 5
Complaint Filed: Sept. 12, 2012
Third-Party Complaint Filed: Nov. 15, 2012

1 Under Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure, Defendant and Third-
2 Party Plaintiff Reach Media Group, LLC (“RMG”), on the one hand, and Third-Party Defendant
3 Ryan Lenahan (“Lenahan”), on the other hand (collectively, the “Parties”), stipulate and agree as
4 follows:

5 WHEREAS:

- 6 A. RMG filed a Third-Party Complaint in this matter on November 15, 2012 against
7 Third-Party Defendants Lenahan, Kyle Danna (“Danna”), and Eagle Web Assets Inc.
8 (“EWA”). (Dkt. #22.)
- 9 B. On July 31, 2013, this Court issued and entered an Order on the Motion to Dismiss
10 and Motion to Strike that (1) dismissed Danna from this action for lack of personal
11 jurisdiction but granted RMG leave to amend its Third-Party Complaint to allege the
12 court has jurisdiction over Danna; (2) found that RMG may implead Lenahan into the
13 action based on RMG’s breach of contract and indemnification allegations; (3) denied
14 Lenahan’s anti-SLAPP motion; (4) dismissed the breach of contract, breach of
15 warranty, tortious interference with contractual relations, and tortious interference
16 with prospective economic advantage claims but granted leave to amend those claims;
17 and (5) denied Lenahan’s request to dismiss the libel per se claim. (Dkt. #64.)
- 18 C. On September 13, 2013, RMG filed a Notice of Intent Not to File Amended Third-
19 Party Complaint and Not to Serve Third-Party Defendant Eagle Web Assets Inc..
20 (Dkt. #68.)

21 NOW, THEREFORE, the Parties, by and through their respective counsel, stipulate and
22 agree as follows:

23 All remaining claims asserted by Defendant and Third-Party Plaintiff Reach Media
24 Group, LLC against Third-Party Defendant Ryan Lenahan are hereby dismissed under Rule
25 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure, with each party to bear its own costs and
26 attorneys’ fees.

27 IT IS SO STIPULATED.

1 Dated: October 8, 2013

DLA PIPER LLP (US)

2 By: /s/ Vishali Singal

3 JOSHUA M. BRIONES

4 VISHALI SINGAL

Attorneys for Defendant and Third-Party

Plaintiff

REACH MEDIA GROUP, LLC

6 Dated: October 8, 2013

KRONENBERGER ROSENFELD, LLP

8 By: /s/ Virginia A. Sanderson

9 VIRGINIA A. SANDERSON

Attorney for Third-Party Defendant Ryan

10 Lenahan and for Specially Appearing Third-

Party Defendant Kyle Danna

11
12
13 I, Vishali Singal, am the ECF user whose identification and password are being used to
14 file the foregoing STIPULATION TO DISMISS THIRD-PARTY ACTION AGAINST THIRD-
15 PARTY DEFENDANT RYAN LENAHAH.

16 In compliance with Local Rule 5-1(i)(3), I hereby attest that Virginia A. Sanderson has
17 given her concurrence as to the filing of this stipulation.